

A. G. Contract No. KR95-0223-TRN
ECS File: JPA 95-19
Project: F-031-1-540/HX032 01C
Section: SR-77 @ Rancho Vistoso
Traffic Signal

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF ORO VALLEY

THIS AGREEMENT is entered into 8 AUGUST, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF ORO VALLEY, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

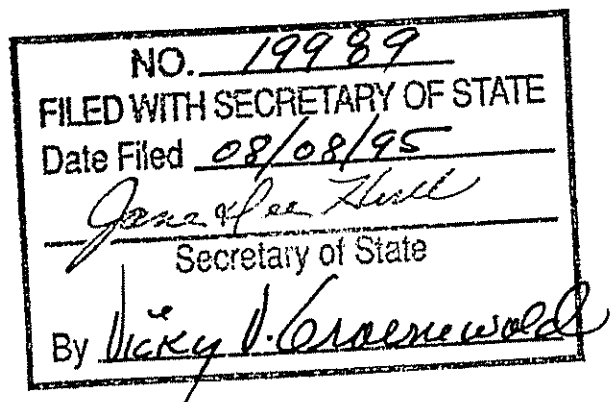
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the Town.

3. The State and the Town desire to design, construct,
operate and maintain a new traffic signal light warranted on SR-
77 at the intersection of Rancho Vistoso Boulevard in the Town,
at an estimated construction cost of \$110,000.00, hereinafter
referred to as the Project, for the safety and benefit of the
motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate Town review comments as appropriate.

b. Within thirty days after receipt and approval of an invoice, pay the Town \$20,000.00 as the State's share of the construction cost of the Project. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion and acceptance by the Town, provide maintenance.

d. Provide the City with a State permit for work done on State right of way.

e. Provide all construction inspection of said Project.

f. Assist the City staff in administering the pProject on an as needed basis.

2. The Town will:

a. Review the design documents and provide comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation solely attributable to the Town.

c. Invoice the State in the amount of \$20,000.00 as the State share of the construction cost of the Project.

d. Upon completion and acceptance, provide electrical energy for the traffic signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual unless assumed by another governmental agency, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Oro Valley
Town Manager
11000 N. LaCanada Drive
Oro Valley, AZ 85737-7015

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF ORO VALLEY

STATE OF ARIZONA

Department of Transportation

By Cheryl Skalsky
CHERYL SKALSKY
Mayor

By Charles K. Eaton
CHARLES K. EATON
State Traffic Engineer

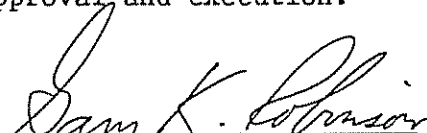
ATTEST

By Kathryn Cuvelier
KATHRYN CUVELIER
Town Clerk

RESOLUTION

BE IT RESOLVED on this 26th day of January 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Oro Valley for the purpose of defining responsibilities for the design, construction and maintenance of a new traffic signal on SR-77 at the intersection of Rancho Vistoso in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


Sgt. LARRY S. BONINE
Director

RESOLUTION NO. (R) 95 - 32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING AND AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) RELATING TO THE FUNDING, DESIGN, REVIEW, CONSTRUCTION AND MAINTENANCE OF A TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF ORACLE ROAD (SR77) AND RANCHO VISTOSO BLVD. IN THE TOWN OF ORO VALLEY AND DECLARING AN EMERGENCY

WHEREAS, the Town of Oro Valley is empowered by ARS Sec. 48-572 to enter into this Agreement, and

WHEREAS, such Project within the boundary of the Town of Oro Valley has been selected by the Town of Oro Valley and ADOT, the field survey completed and the Plans, Estimates and Specifications to be prepared and, as required, will be submitted to the Town for its approval, and

WHEREAS, the Town of Oro Valley, in order to maintain the preservation of peace, health and safety, the Town is willing to provide the State with the Town of Oro Valley funds to match State funds in the ratio required or as finally fixed and determined by the Parties, and

WHEREAS, the interest of the State in the Project is in the acquisition of State funds for the use and benefit of the Town of Oro Valley and State by reason of State law and Regulations under which funds for the Project are authorized to be expended, maintaining a safe intersection for both the State and Town, and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AS FOLLOWS:

1. That the certain Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A" by and between the Town of Oro Valley and the Arizona Department of Transportation (ADOT) is hereby approved, and
2. That the Mayor is hereby authorized and directed to execute said Exhibit "A" for and on behalf of the Town of Oro Valley, and that the Town Clerk is hereby authorized and directed to countersign same, and

WHEREAS, it is necessary for the preservation of peace, health and safety of the Town of Oro Valley that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

APPROVAL OF THE ORO VALLEY TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF ORO VALLEY and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 19 day of July, 1995.

Robert Adles

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0223-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of August, 1995.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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